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IN THE CHANCERY COURT OF DESOTO COUNTY, MISSISSIPPI

ROBERT ALLEN EDMONDS,

PLAINTIFF

VS.

NO. 00-2-199 L

JANET (SHELTON) EDMONDS and
WAYNE H. SHELTON AND WIFE,
TENNIE L. SHELTON,

DEFENDANTS

JUDGMENT FOR DIVORCE

This day this cause came on to be heard upon the complaint, withdrawal of contest or denial, entry of a consent pursuant to M.C.A. Section 93-5-2, answer and counterclaim of Defendant Janet (Shelton) Edmonds, response to counterclaim of Plaintiff, Robert Allen Edmonds, third party complaint of Plaintiff, Robert Allen Edmonds, against Wayne H. Shelton and Tennie L. Shelton, answer of Defendants Wayne H. Shelton and wife, Tennie L. Shelton, order setting case for trial, oral testimony and exhibits accepted into evidence all taken in open court, and argument of counsel. The Court having heard the same rendered a bench opinion. A copy of said Opinion has been filed in this cause and the Court incorporates said Opinion by reference thereto as incorporates said Opinion as if fully copied in words herein and does further ORDER, ADJUDGE AND DECREE as follows, to-wit:

1. That this Court has jurisdiction of the parties and the subject matter.

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2. That pursuant to Section 93-5-2, the parties Robert and Janet Edmonds entered into a consent agreement which was filed in this matter which this Court honored and does forthwith incorporate into this Judgment. Those items on which the parties reached agreement are hereinafter set forth.

3. That the Plaintiff, ROBERT ALLEN EDMONDS, be and is hereby granted an absolute divorce from the Defendant, JANET (SHELTON) EDMONDS, on the grounds of irreconcilable differences, and that the bonds of matrimony between the Plaintiff and Defendant be and are hereby dissolved and hereafter held for naught; that each of said parties be and is hereby restored to all the rights of a single person.

4. Legal and physical custody of the three minor children of the parties, namely, ROBERT ALLEN EDMONDS, JR., born December 9, 1983, male child, 17 years of age, CLINTON LEE EDMONDS, born November 3, 1986, male child, 14 years of age, TENNESSEE JAHNAE EDMONDS, born September 25, 1992, female child, 9 years of age, is vested in Robert Allen Edmonds with reasonable rights of visitation vested in Janet Shelton Edmonds as herein after set forth.

VISITATION SCHEDULE

A. WEEKENDS

Mother shall have periods of visitation with the minor children of the parties on the second (2nd) and fourth (4th) weekends of each and every month from Friday evening at 6:00 p.m. through Sunday evening at 6:00 p.m. Second and fourth weekends shall be those weekends in which the second and fourth Fridays of each month fall.

B. HOLIDAYS

Mother shall have periods of visitation with the minor children on holidays on alternating years as follows:

<u>HOLIDAY</u>	<u>ODD YEAR</u>	<u>EVEN YEAR</u>
New Year's Day	Father	Mother
Easter	Mother	Father
Memorial Day	Father	Mother
July 4th	Mother	Father
Labor Day	Father	Mother
Thanksgiving	Mother	Father
Christmas	Father	Mother

Mother's periods of visitation with the minor children on holidays shall commence at 8:00 a.m. and end at 6:00 p.m., with the exception of the Christmas Holidays. On the even years when Mother shall have visitation with the minor children on the Christmas Holidays, Mother's periods of visitation shall commence at 3:00 p.m. on December 24th and end at 3:00 p.m. on December 25th. Mother shall again have visitation commencing on December 28th at 6:00 p.m. and continuing through December 31st at 6:00 p.m. The same dates and times shall be applicable to the Father when he has custody of the children during Christmas holidays on odd years. On the odd years when Mother shall have visitation with the minor children on the Christmas Holidays, Mother's periods of visitation shall commence at 3:00 p.m. on December 25th and end at 6:00 p.m. on December 28th. The same dates and times shall be applicable to the Father when he has custody of the children during Christmas holidays on even years.

C. SPECIAL DAYS

(1) Father's Day

Father shall have visitation with the minor children on each and every Father's Day, regardless of whose weekend it may fall on, commencing at 8:00 a.m. and ending at 6:00 p.m.

(2) Mother's Day

Mother shall have visitation with the minor children on each and every Mother's Day, regardless of whose weekend it may fall on, commencing at 8:00 a.m. and ending at 6:00 p.m.

(3) Parent's Birthday

Each parent shall have visitation with the minor children for at least three (3) hours on each of their respective birthdays, if such birthday is not on their respective weekend of physical custody.

(4) Children's Birthdays

Each parent shall have at least three (3) hours of visitation with the minor children on their his/her birthday, regardless of the weekend periods of visitation set out hereinabove.

D. SUMMER

Mother shall have visitation with the minor children six (6) weeks during the summer, at any time from the beginning of June through the end of August. Mother's six (6) weeks period of visitation with the minor children, during the summer, shall be in two (2) week intervals, not consecutive, in order for the Father to have visitation with the minor children for at least one (1) week in between the time of the Mother's summertime visitation. Mother shall notify father at least one (1) week in advance of her two (2) week visitation.

E. OTHER

Mother shall have such other reasonable visitation with the minor children as can be mutually agreed upon by the parties.

5. Each party is granted use, possession and title to their respective vehicles now in their possession and each shall be solely responsible for insurance and any indebtedness owed on their respective vehicles and will indemnify and hold the other harmless for those indebtednesses. Should a child incur liability as a result of the use of a vehicle, then allocation of liability would be determined at the time any liability is be allocated against either parent.

6. The Plaintiff shall maintain health insurance on the parties' minor children.

7. That pursuant to Section 93-5-2, the parties Robert and Janet Edmonds entered into a consent agreement which set forth those items of which the Court was to make a determination. Those items are addressed hereafter.

8. Regarding to child support, the Court deviates from MCA Section 43-19-101 after considering the factors for variation from the guidelines amount and so orders that the Plaintiff must be solely responsible for the care, support, and maintenance of the Edmond children.

9. Regarding medical bills not covered by insurance, because of the Defendant's lack of income and current unemployability, the Plaintiff must solely bear all medical expenses incurred for the benefit of the minor children.

10. Regarding the issue of personal property:

a. The Plaintiff is granted those items of property which he designates to himself in the "Request for Division of Property", Exhibit 1 to Plaintiff's financial declaration.

b. The Defendant is granted those items of property which are designated to her in the "Request for Division of Property", Exhibit 1 to Plaintiff's financial declaration.

c. The Plaintiff is granted those items of property which he designates as being property for the benefit of the children in the "Request for Division of Property", Exhibit 1 to Plaintiff's financial declaration.

11. Regarding retirement funds, the retirement funds of the Plaintiff at Federal Express having a value this date of \$27,088.00 shall be equally divided between the parties, with each receiving one-half or fifty percent of that fund.

12. Regarding the issue of marital debt, the Plaintiff shall be responsible for the Home Depot debt and the MBNA debt, as the Defendant at this time has no ability to contribute to the payment of the debt.

13. Regarding the matter of alimony, the Court finds that rehabilitative alimony is warranted even though, "the plaintiff will bear the entire marital debt of the parties, will be solely responsible for the payment of child support, shall be providing solely even as a custodial spouse medical insurance for the child, and will further be responsible for any medical bills not covered by that insurance with no contribution from the defendant." That amount shall be \$250.00 per month for a period of five (5) years commencing September 1, 2001.

14. That COBRA benefits as requested by the Defendant are denied.

15. Regarding the interest in the former marital home, the Court as set forth in the referenced opinion finds that the Plaintiff is entitled to an interest and equitable lien in the marital home for the work performed by him in the amount of \$27,578.77 less \$6,894.69 which is attributed to the Defendant because she was married to the Plaintiff during the time the property was constructed all of which shall bear interest at the rate of 8% per annum until paid in full. Restating those figures, the interest of the Plaintiff is \$27,578.77 less \$6,894.69 or \$20,684.08 and the interest of the Defendant is \$6,894.69. The Plaintiff, ROBERT ALLEN EDMONDS, is granted an equitable lien against the Defendants, WAYNE H. SHELTON and wife, TENNIE L. SHELTON in the amount of \$27,578.77. The property upon which the equitable lien is assessed is described as follows, to-wit:

Land lying and being situated in the Northwest Quarter of the Southwest Quarter of Section 20, Township 2 South, Range 7 West, DeSoto County, Mississippi and being more particularly described as follows, to-wit:

Beginning at a point in the west line of the said Section 20, that is 842.2 feet south from the Northwest corner of the said Southwest Quarter; run thence North 84 degrees 30 minutes East (Magnetic) for a distance of 1320.0 feet to a stake and thence South 5 degrees 20 minutes East (Magnetic) for a distance of 396.0 feet to a stake; thence South 84 degrees 30 minutes West (Magnetic) for a distance of 1320.0 feet to a stake on the west line of the said Section 20; thence North 5 degrees 20 minutes West (Magnetic) along the West line of said Section 20 for a distance of 396.0 feet to the Point of Beginning and containing 12.0 Acres, more or less.

16. That the Clerk of the Chancery Court is directed to record among the land records of the Chancery Court of DeSoto County, Mississippi, this order establishing the equitable lien as theretofore set forth.

17. Regarding the contempt of the Plaintiff for failure to pay the monthly \$750.00 per month for benefit of the Defendant, the Plaintiff has failed to show inability to pay and the Court finds him in arrears in the amount of \$4, 650.00, and awards a judgment to the Defendant in that amount against the Plaintiff.

18. Regarding attorney fees, the Plaintiff shall pay to the Defendant \$3,032.50.

19. To restate the figures set forth and ordered to be paid herein:

To Robert from the Edmonds: \$27,578.77

To Janet from Robert:

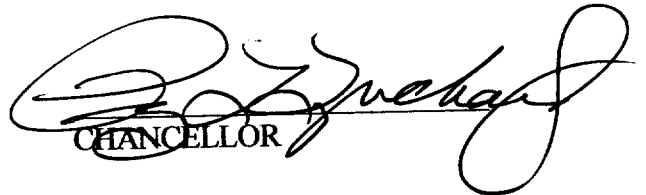
Percentage of labor in marital home	\$ 6,894.69
Rehabilitative alimony	15,000.00
Alimony arrearages	4,650.00
Attorney fees	3,032.00
Total amount due Janet:	\$29,576.69

20. Each party shall keep the other informed of his/her full address, including state, city, street, house number and telephone number unless excused in writing by the Court. Within five (5) days of a party hereto changing his/her address, he/she shall, so long as the child or children remain minors, notify in writing the Clerk of the Court of his/her full new address and shall furnish the other party a copy of such notice. The notice shall include the Court file number. Willful failure to comply with this rule may be treated as a contempt. Failure to file with the Clerk the notice required by this provision shall create a rebuttable presumption that written notice was not given to the other party.

21. It is further ordered, adjudged and decreed that all things being completed as required of counsel herein that counsel of record are released from further obligation in this matter.


22. For the collection of all amounts and the accomplishment of all things ordered to be paid and done herein, let execution and all other appropriate process issue.

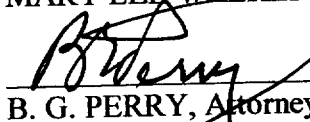
ORDERED, ADJUDGED AND DECREED this the 30th day of August 2001 and entered nunc pro tunc this the 27 day of November 2001.


CHANCELLOR

Approved as to Form Only and Not as to Content:


LEIGH A. RUTHERFORD, Attorney for Plaintiff


MARY LEE WALKER BROWN, Attorney for Defendant, Janet Shelton Edmonds


B. G. PERRY, Attorney for Defendants, Wayne H. Shelton and Tennie L. Shelton